

DECLARATION AND ESTABLISHMENT OF CONDITIONS,
RESERVATIONS AND RESTRICTIONS

OAKHAVEN
Township of Pine
County of Allegheny
Commonwealth of Pennsylvania

THIS DECLARATION is made this 6th day of December, 1994, by OAKVIEW DEVELOPMENT CORPORATION, a Pennsylvania corporation, as the owner in fee simple of the real estate herein described.

ARTICLE 1

SUBMISSION

Section 1.1. Declarant; Property; County. Oakview Development Corporation, a Pennsylvania corporation (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A", attached hereto, located in Pine Township, Allegheny County, Pennsylvania, hereby submits the Real Estate to the following conditions, reservations and restrictions.

ARTICLE 2

DEFINED TERMS

Section 2.1 Terms Defined. All capitalized terms used herein shall have ascribed to them the following meanings, unless otherwise defined:

(a) "Association" means the Oakhaven Homeowners' Association.

(b) "Board of Directors" means the Board of Directors of the Association.

(c) "Building(s)" means any building(s) constructed or erected on the Real Estate.

(d) "Common Area" means all area designated as common area on the Plat, together with Islands, Entry Monuments, Recreational Facilities, including tot lot, trails, and sports field.

(e) "Declarant" means the Declarant described in Section 1.1 above and its successors.

(f) "Declaration" means this document, as the same may be amended from time to time.

(g) "Entry Monuments" means the permanently erected monuments at the entrance to the Real Estate from English Road and Hill Road.

(h) "Islands" means the islands dividing the streets at each of the two (2) entrances to the Real Estate and also located in any street cul-de-sac in the Real Estate, to be dedicated to the Township of Pine in connection with Declarant's dedication of the street rights-of-way, as shown on the Plat, and all structures erected thereon and improvements thereto.

(i) "Plat" means the plat recorded in the office of the Recorder of Deeds in and for Allegheny County, Pennsylvania on October 14, 1994, at Plan Book Volume 189, pages 47 to 54, subdividing the Real Estate and made a part hereof, as the same may be amended from time to time.

(j) "Real Estate" means the real estate described in Exhibit A.

(k) "Lot" means a lot as described in the Plat.

(l) "Lot Owner" means the owner in fee simple of any Lot, but shall not include the Declarant or any person or persons purchasing a Lot under contract (until such contract is fully performed and legal title conveyed of record).

(m) "Common Expenses" means the expense of maintaining the Islands, entry monuments, and recreational facilities, including trails, tot lot, and sports field, erected on the common area, and all other Common Area.

ARTICLE 3

EASEMENTS

Section 3.1 Easement for Advertising Signs. Declarant shall have the right to maintain on the Real Estate such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

Section 3.2 Utility Easements. The Real Estate shall be, and is hereby, made subject to easements in favor of the Declarant,

appropriate utility and service companies, and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Real Estate. The easements created in this Section 3.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate, and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Lots, street rights-of-way and Islands. Any of the aforesaid utilities not located in an easement or right-of-way shall be located in street rights-of-way. Notwithstanding the foregoing provision of this Section 3.2, unless approved in writing by the Lot Owner or Lot Owners affected thereby, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant, or as shown on the Plat, or so as not to materially interfere with the use or occupancy of the Lot or any Building by its occupants.

Section 3.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under the Real Estate for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 3.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property to its original condition as closely as practicable.

Section 3.4 Declarant's Easement for Development of Real Estate. Declarant reserves an easement on, over and under the Real Estate for all purposes relating to the construction, development, leasing, and sale of improvements on the Real Estate. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

Section 3.5 Cross Easements. Each lot within the plan is hereby declared to have an easement over all adjoining lots for the purpose of ingress, egress and regress to and from the living quarters erected on said Lot, for the purpose of accommodating any encroachment due to engineering errors, errors in the original construction, settlement of the structure, roof overhangs, architectural or other appendages, required municipal side, front

and rear yard requirements, drainage of rainwater from roofs or yards or other causes. There shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment or settlement; provided, however, that in no event shall a valid easement for encroachment be created in favor of the owner or owners. In the event a single-family structure is totally destroyed and then repaired or rebuilt, the Owners of each lot agree that the same encroachment shall not be re-established.

Section 3.6 Termination of Easements. The easements created by Sections 3.1, 3.2, and 3.4 hereof shall be terminated upon the conveyance by Declarant of ninety (90%) percent of the Lots on the plat embracing all of the Real Estate:

ARTICLE 4

USE RESTRICTIONS

Use and Occupancy of Lots and Buildings. The occupancy and use of the Lots and Buildings shall be subject to the following restrictions:

Section 4.1 Residential Use. None of the lots shall be used for any purpose other than single-family residential use.

Section 4.2 Temporary Occupancy. No basement, garage or other structure other than the dwelling house for which the plans have been approved, shall be used as a residence, temporarily or permanently, nor shall any dwelling house in the process of construction, nor any basement or foundation, be used for residential purposes.

Section 4.3 Easements. All easements, restrictions, reservations and covenants as shown on the recorded Plan as above referenced are incorporated by reference and made a part hereof.

Section 4.4 Utilities. All lots shall be subject to easements for public utilities as installed.

Section 4.5 Structure Size. The finished living area, exclusive of porches, basements, and garages, for any ranch or split-level type dwelling shall contain no less than 1900 square feet, any one and one-half or two-story dwelling with integral garage shall contain no less than 2200 square feet, and any two-story dwelling with attached garage shall contain no less than 2000 square feet. No basement level, finished or unfinished, shall be included in the square footage computation.

Section 4.6 All dwellings constructed on any lot shall be finished with suitable exterior building material which shall

extend to within six (6) inches of the finish grade with no exposed block foundation. All proposed building materials for the exterior portion of the dwelling must be approved in writing by Declarant or its designated agent prior to commencement of construction.

Section 4.7 Landscape. All areas disturbed in connection with construction shall be landscaped and seeded, sodded or planted with ground cover that will blend with the area within six (6) months (or the next immediate growing season) after completion of construction. All trees over six (6) inches in diameter as measured at a point two (2) feet above the ground level shall remain undisturbed unless located in a homesite or driveway. All corner lots shall have three (3) two (2") inch caliper trees of a species designated by Declarant planted between the sidewalk and the residence. All lots fronting on a cul-de-sac shall have one (1) two (2") inch caliper tree of a species designated by Declarant planted between the sidewalk and the residence. All other lots shall have a minimum of two (2) two inch (2") caliper trees of a species designated by Declarant planted between the sidewalk and the residence. Each lot shall also have a minimum of twenty (20) shrubs of a species designated by Declarant planted in the front yard within one (1) year of occupancy.

Section 4.8 Outbuildings. No structure other than a single-family dwelling shall be erected on any of the lots except an architecturally designed bath house if used in connection with a swimming pool or an architecturally designed picnic shelter. All detached structures must be approved by Declarant, be located in the rear yard and permitted by the municipal government.

Section 4.9 Swimming Pools. Only in-ground swimming pools are permitted.

Section 4.10 Antennas. No exterior television antennas, satellite dishes, or antenna towers are permitted.

Section 4.11 Driveways. All driveways and turning aprons must be paved with a hard surfacing material such as asphalt, concrete, or brick within six (6) months from date of occupancy. Pre-cast concrete stepping stones are not permitted as walks or driveways.

Section 4.12 Street Lamp, Mailbox, House Number. Each owner must install a dusk to dawn exterior post lamp that is hard wired (no switch) and of design as designated by Declarant, a mailbox and post of design as designated by Declarant and located where approved by the postal authorities, and a brass house number plate of design as designated by Declarant. Declarant may specify a gas burning post light to be installed in lieu of an electrical light.

Section 4.13 Recreational Vehicles. No boat, boat trailer, commercial vehicle, mobile home, house trailer, recreational vehicle, or motorcycle shall be permitted to be parked or remain exposed on any lot for more than two (2) consecutive weeks.

Section 4.14 Construction. All debris resulting from excavation, construction, or grading must be removed by the contractor, builder, or owner. No debris, rubbish, or scrap material may be placed or dumped on any lot.

Section 4.15 Street Repair. Owner agrees to take reasonable caution to protect the asphalt street paving and the curbs. If any damage is done to these improvements and Declarant is required to replace or repair said damage, the cost will be assessed the Lot Owner whose Lot abuts said curbs or the paving that has been damaged. In the event it is impossible to determine who is responsible for such damage, the matter shall be settled by arbitration of the parties who might have caused said damage.

Section 4.16 Subdivision. No lot in said plan shall be further subdivided.

Section 4.17 Commercial Activities. Except as set forth herein, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Real Estate; provided, however, that nothing contained in this subsection shall be construed to prevent or prohibit Lot Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls or conferring with business or professional associates, clients or customers, on his Lot.

Section 4.18 Pets. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept on any Lot or in the Common Area, except household pets in reasonable numbers for the pleasure and use of the occupants, subject to Rules and Regulations adopted by the Declarant, which Rules or Regulations may exclude any kind of pet by type or category; provided that permitted household pets are not kept, bred or maintained for any commercial purpose; and provided further that any such permitted pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from any Lot upon three (3) days' written notice from the Declarant.

Section 4.19 Signs. No sign of any character shall be erected, placed, permitted, maintained, or displayed upon any Lot except one "For Rent" or "For Sale" sign, referring only to the Lot on which displayed, not to exceed six (6) square feet in size.

Section 4.20 Nuisances. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Declarant. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots. In the event that any Lot Owner shall fail or refuse to keep his Lot free from weeds, underbrush, or refuse piles or other unsightly growths or objects, the Declarant may enter upon such lands and remove the same at the expense of the Lot Owner, which such entry shall not be deemed a trespass, and in the event of such a removal a lien shall arise and be created in favor of the Declarant and against such Lot for the full amount chargeable to such Lot, and such amount shall be due and payable within Thirty (30) days after demand is made therefor.

Section 4.21 Timely Construction. When the construction of any Building is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time, and no debris incidental to construction work on one Lot may be placed on any other lot in such premises.

Section 4.22 Off Road Vehicles. No dirt bikes, all terrain vehicles, or any other off road motorized recreation vehicles shall be operated on the Real Estate, including all lots, the public streets and the Common Area.

ARTICLE 5

ARCHITECTURAL CONTROL

Section 5.1 Building Plans. All building plans for proposed structures shall be submitted to Declarant or its designated agent for approval as to compliance herewith and design compatibility prior to commencement of construction. One set of approved plans shall be retained by Declarant to insure the structure is built in accordance therewith. All plans must be approved in writing by Declarant prior to commencement of construction. Any change in plans after approval shall be shown on the original plans and shall not be acted upon until approved by Declarant or its designated agent and endorsed on the original plan.

ARTICLE 6

SETBACKS AND BUILDING LINES

Section 6.1 Building Defined. For the purposes of this Section, "Building" shall mean the main residence, the garage, and related outbuildings and all projections thereof such as bay, bow, or oriel windows, exterior chimneys, covered porches, porticos, loggias, and the like, but shall not include the eaves of such structures, open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades, the sides of which do not extend more than Three (3') feet above the level of the ground floor of the main Building.

Section 6.2 Setback and Building Distances. No Building shall be erected nearer than Thirty (30') feet to the street or ten (10') feet to the Lot side line. Where one and one-half, two, or more Lots are acquired as a single building site, the side Lot lines shall refer only to the Lot lines bordering the adjoining property.

ARTICLE 7

HOMEOWNERS' ASSOCIATION

Section 7.1 Membership. For the purpose of ownership and maintenance of the Common Area and all common community services of every kind and nature required or desired within the Real Estate for the general use and benefit of all Lot Owners, if any, each and every Lot Owner, in accepting a deed or contract for any Lot in the Real Estate, agrees to and shall be a member of and be subject to the obligations and duly enacted By-Laws of the Association.

Section 7.2 Succession. Upon the sale by Declarant of all of the Lots provided in the Plat embracing all of the Real Estate, the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association".

Section 7.3 Powers of the Association. In addition to the powers set forth hereinabove, the Association shall have the following additional powers:

(a) Delegation of Authority. To appoint committees of the Board of Directors (which need consist of only one (1) member of the Board of Directors) and to delegate to such committees the Board of Directors' authority to carry out certain duties of the Board of Directors, subject to the approval and control of the Board of Directors.

(b) Contracting for Services. To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board of Directors, in the operation, repair, maintenance and management of the Common Area, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

ARTICLE 8

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 8.1 Annual Assessments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis and shall be due and payable in advance on the first day of June in each calendar year. Special assessments shall be due and payable in one or more payments, in advance, on the first day of each quarter, as determined by the Board of Directors.

Section 8.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Association shall be subordinate to the lien of a prior recorded mortgage on a Lot.

Section 8.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of structures located on or improvements to the Common Area, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Area (other than for purposes of repairing, replacing and restoring portions of the Common Area) requiring an expenditure in excess of Five Thousand (\$5,000.00) Dollars without the prior approval of the Lot Owners entitled to cast Two-Thirds (2/3) of the votes of all Lot Owners.

Section 8.4 Accounting. On or before the first (1st) day of April of each calendar year commencing 1994, the Association shall supply to all Lot Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or quarterly assessments and leases and sales of property owned or managed by the Association on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 8.5 Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Lot Owner's quarterly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time and from time to time levy quarterly assessments according to each Lot Owner's membership in the Association. Such further quarterly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such further quarterly assessments shall become effective as determined by the Board of Directors.

Section 8.6 Surplus. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Lot Owner paying a share of such Common Expenses in proportion to the share of such Common Expenses paid by each such Lot Owner, said credits to be applied to the next annual assessment of Common Expenses due from said Lot Owners under the current fiscal year's budget, and thereafter, until exhausted.

Section 8.7 Acceleration. If a Lot Owner is in default in the payment of the aforesaid charges of annual or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies in this Declaration contained, accelerate all other annual and quarterly assessments to become due for the fiscal year in which such default occurs.

Section 8.8 Interest and Charges. All sums assessed by the Association against any Lot Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following default in payment of any assessment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 8.2 above.

Section 8.9 Lien of Assessment. The Assessments shall be a lien on the Lot of any Lot Owner until paid.

Section 8.10 Implementation. The Association shall adopt in its By-Laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of

this Article 8, and to otherwise provide for the efficient fiscal operation and management of the Common Areas.

~~ARTICLE 8~~
ARTICLE 9

LIMITED LIABILITY OF DIRECTORS OF ASSOCIATION

Section 9.1 Limited Liability of the Board of Directors.
The Board of Directors, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Association and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Lot Owner or person on the Real Estate, unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Board of Directors;

(b) Shall not be liable to the Lot Owners as a result of the performance of the members of the Board of Directors' duties for any mistake of judgment, negligence or otherwise, except for the members of the Board of Directors' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument, or transaction entered into by them on behalf of the Board of Directors or the Association in the performance of the duties of the members of the Board of Directors;

(d) Shall not be liable to a Lot Owner, or such Lot Owner's tenants, employees, agents, customers, or guests, for loss or damage caused by theft of or damage to personal property left by such Lot Owner or his tenants, employees, agents, customers, or guests in a Lot, or in or on the Islands, except for the members of the Board of Directors' own willful misconduct or gross negligence.

(e) Shall have no personal liability in tort to a Lot Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the members of the Board of Directors' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of any Building or the Common Area, or which might in any other way be assessed against or imputed to the members of the Board of Directors as a result of or by virtue of their performance of their duties, except for the members of the Board of Directors' own willful misconduct or gross negligence.

Section 9.2 Notice of Complaints. Complaints brought against the Association, the Board of Directors, or the officers, employees or agents thereof in their respective capacities as such, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Lot Owners and such complaints shall be defended by the Association. The Lot Owners and the holders of mortgages on Lots shall have no right to participate in such defence other than through the Association.

ARTICLE 10

EFFECT AND ENFORCEMENT

Section 10.1 Reservations and Restrictions to Run With Land. All of the covenants, conditions, restrictions, reservations, and servitudes set forth herein shall run with the land and each Lot Owner, by accepting a deed to any Lot, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees to himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations, and servitudes jointly, separately, and severally.

Section 10.2 Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations, and restrictions by and person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant, and the Lot Owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation of these covenants, conditions, reservations, and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass.

(a) Should the Declarant or any Lot Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or reentry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Lot Owner and the reversionary owner shall have a lien upon such Lot or Lots to secure payment of all such accounts.

(b) The breach of any of the foregoing covenants, conditions, reservations, or restrictions, shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or owner

thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, or otherwise.

(c) No delay or omission on the part of the Declarant or the Lot Owners in the Real Estate in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

Section 10.3 Severability. Each and every one of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Section 10.4 Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the Rule Against Perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

Section 10.5 Public Rights. The Real Estate shall be subject to any and all rights and privileges which the Township of Pine or the County of Allegheny, Pennsylvania, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any Township or County Zoning Ordinance or Law.

ARTICLE 11

DURATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS AND SERVITUDES

Section 11.1 Duration. All of the foregoing covenants, conditions, reservations, and restrictions ("Covenants") shall continue and remain in full force and effect at all times as against the owner of any lot in such premises, regardless of how he acquired title, until the earlier of the following events: 1) 2/3 of the then lot owners execute and record a written document terminating these Covenants, and Pine Township consents to said termination; or 2) one day prior to the day on which these Covenants would be null and void because of any violation of the Rule Against Perpetuities.

ARTICLE 12

DECLARANT'S RIGHTS

Section 12.1 Control.

(a) Until the Sixtieth (60th) day after conveyance of Seventy-Five (75%) percent of the Lots to Lot Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Board of Directors. Declarant may not unilaterally remove any member of the Board of Directors elected by Lot Owners other than Declarant.

(b) No later than Sixty (60) days after conveyance of Seventy-Five (75%) percent of the Lots to Lot Owners other than Declarant, one (1) of the three (3) members of the Board of Directors shall be elected by Lot Owners other than Declarant.

(c) No later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) Sixty (60) days after One Hundred (100%) percent of the Lots which may be constructed on the Real Estate have been conveyed to Lot Owners other than Declarant, all Declarant-appointed members of the Board of Directors shall resign, and the Lot Owners (including Declarant to the extent of Lots owned by Declarant) shall elect a new five (5) member Board of Directors, and the By-Laws of the Association shall be amended to increase the number of members of the Board of Directors from three (3) to five (5).

ARTICLE 13

AMENDMENT OF DECLARATION

Section 13.1 Amendment Generally. This Declaration may be amended only in accordance with the express provisions of this Declaration.

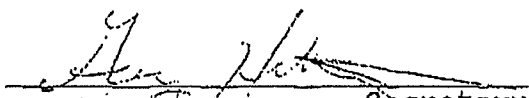
Section 13.2 Amendment By Lot Owners. This Declaration may be amended by affirmative vote of Two-Thirds (2/3) of all Lot Owners (including Lots owned by Declarant), pursuant to procedures applicable to voting by members of the Association as set forth in its By-Laws.

Section 13.3 Rights of Declarant. Notwithstanding any provision herein contained to the contrary, no charge, modification, or amendment which affects the rights, privileges, or obligations of the Declarant shall be effective without the prior written consent of the Declarant. Further, Declarant reserves the right to alter, modify and change the within covenants, from time to time, so long as the alteration, modification, and change does not adversely or detrimentally affect the harmony of the Plan. All purchasers of any lot in this Plan for themselves, their heirs, successors, or assigns covenant and agree to such future alteration, modification, and change and irrevocably appoint Declarant as their Attorney-in-Fact to execute, acknowledge and deliver any necessary documents to effectuate such alteration, modification, and change.

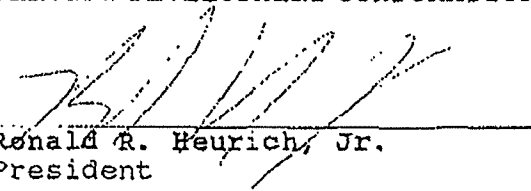
IN WITNESS WHEREOF, the said Oakview Development Corporation has caused its name to be signed to these presents by its officers on the day and year first above written.

ATTEST:

OAKVIEW DEVELOPMENT CORPORATION



Gary Herbert Secretary

By: 

Ronald R. Heurich, Jr.
President

(SEAL)

#19640
12/05/94

EXHIBIT "A"

PARCEL ONE

ALL that certain tract of land situate in the Township of Pine, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described, according to a survey by The Gateway Engineers, Inc., dated November 1987, identified as drawing No. 43,932, as follows, to-wit:

BEGINNING at a point in English Road at the Northeasterly corner of lands now or formerly of Joseph Klein; thence through and along English Road, North 89° 00' 00" East 681.57 feet to a point; thence by line of lands now or formerly of H. Hayes Wunderlich et ux., the following three courses and distances: (1) South 1° 23' 15" East 225.92 feet; (2) South 87° 53' 15" East 670.00 feet; (3) South 1° 23' 15" East 502.65 feet; thence by line of lands now or formerly of H. Hayes Wunderlich et ux. and line of lands now or formerly of Mary Ann Sieracki, South 87° 05' 02" East 1599.17 feet to a concrete monument; thence South 1° 05' 03" East 429.75 feet to a point; thence by line of lands of the Wood Haven Heights Plan of Lots, of record in Plan Book Volume 145, pages 62 to 65, and revised Wood Haven Heights Plan of record in Plan Book Volume 178, pages 78 and 79 and by line of lands now or formerly of Oxford Development Co. (Parcel Two), North 87° 14' 37" West 1369.68 feet to a point; thence continuing along said line of Oxford Development Co. (including Parcel Two), North 88° 32' 50" West 1932.36 feet to a point; thence by line of lands now or formerly of Theodore R. Krupa et ux., North 2° 00' 40" West, 174.77 feet to a point; thence by line of lands now or formerly of Joseph Klein, the following three courses and distances: (1) South 88° 30' 40" East 462.59 feet; (2) North 2° 00' 40" West, 844.98 feet; (3) North 37° 42' 40" West, 164.62 feet to a point in English Road at the place of beginning.

CONTAINING 2,082,739.55 square feet or 47.813 acres.

UNDER AND SUBJECT TO (a) ad valorem taxes and assessments not yet due and payable; (b) applicable zoning and building laws and ordinances; (c) all rights of way, reservations, restrictions, and protective covenants of record; (d) vehicular or pedestrian easements of record affecting the Property or apparent upon inspection of the property; (e) water, sewer, gas, electric, cable television, and telephone lines or easements therefor of record or as presently installed; (f) prior grants, reservations, or leases of coal, oil, gas, or other minerals as shown by instrument of record; and (g) easements apparent upon inspection of the property.

BEING the same property which Barbara M. Hutchinson, Widow, conveyed to L & M Associates, a Pennsylvania limited partnership, by deed dated December 21, 1987, and recorded in The Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 7703, page 333.

BEING designated as Tax Parcel 9935-X-1202-00 in the Assessment Office of Allegheny County.

PARCEL TWO

ALL that certain tract or parcel of property, being Parcel "A-1" in the Revised Wood Haven Heights Plan, as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 178, pages 78 and 79, situate in the Township of Pine, County of Allegheny and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northerly right-of-way line of Woodhaven Drive, 50.00 feet wide, common to the line dividing Lot No. 1 in the Wood Haven Heights Plan of Lots as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 145, pages 62 through 65, inclusive, and Parcel "A-1" in the Revised Wood Haven Heights Plan, as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 178, pages 78 and 79; thence from said point of beginning by the northerly right-of-way line of Woodhaven Drive South $59^{\circ} 31' 02''$ West a distance of 187.93 feet to a point of curvature; thence by same in a northwesterly direction by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 39.27 feet to the most northeasterly terminus point of Hill Road, 50.00 feet wide; thence by the northerly terminus of Hill Road South $59^{\circ} 31' 02''$ West a distance of 50.00 feet to a point on the westerly right-of-way line of Hill Road; thence by the westerly right-of-way line of Hill Road South $30^{\circ} 28' 58''$ East a distance of 449.00 feet to a point of curvature; thence by same in a southeasterly direction by a curve bearing to the right having a radius of 375.00 feet through an arc distance of 17.91 feet to a point common to the line dividing Lot No. 3 in the Yetter Plan as recorded in said Recorder's Office in Plan Book Volume 73, page 128, and Parcel "A-1" in the Revised Wood Haven Heights Plan; thence by said dividing line South $58^{\circ} 25' 46''$ West a distance of 294.56 feet to a point; thence by same and continuing by the line dividing lands now or formerly of Jerry G. Stahlsmith et ux., lands now or formerly of Chester C. Williams et ux., and lands now or formerly of Chris F. Morris and Parcel "A-1" in the Revised Wood Haven Heights Plan South $74^{\circ} 17' 48''$ West a distance of 787.88 feet to a point on the line dividing Parcels "A-1" and "A-2" in said plan; thence by said dividing line North $14^{\circ} 42' 29''$ West a distance of 1,043.08 feet to a point; thence by same North $68^{\circ} 42' 29''$ West a distance of 353.22 feet to a point on the line dividing said Parcel "A-1" and lands now or formerly of L & M Associates

(Parcel One); thence by said dividing line North 87° 31' 53" East a distance of 1,573.02 feet to a point on the line dividing said Parcel "A-1" and Lot No. 1 in the Wood Haven Heights Plan of Lots; thence by said dividing line South 06° 07' 00" East a distance of 324.89 feet to the northerly right-of-way line of Woodhaven Drive at the point of beginning.

CONTAINING an area of 26.971 acres.

UNDER AND SUBJECT TO (a) ad valorem taxes and assessments not yet due and payable; (b) applicable zoning and building laws and ordinances; (c) all rights of way, reservations, restrictions, and protective covenants of record; (d) vehicular or pedestrian easements of record affecting the Property or apparent upon inspection of the property; (e) water, sewer, gas, electric, cable television, and telephone lines or easements therefor of record or as presently installed; (f) prior grants, reservations, or leases of coal, oil, gas, or other minerals as shown by instrument of record; and (g) easements apparent upon inspection of the property.

BEING designated as part of Tax Parcel 9935-X-477-00 in the Assessment Office of Allegheny County.

BEING part of the same property vested in L & M Associates, a Pennsylvania limited partnership, by the following list of deeds:

- (a) Deed of Oxford Development Company-North Hills, dated July 31, 1986, and recorded in Deed Book Volume 7487, page 93.
- (b) Deed of Donald Soffer et al., dated July 31, 1986, and recorded in Deed Book Volume 7487, page 115.

Parcel One and Parcel Two are intended to form a single contiguous tract.

BLOCK & LOT NUMBER
DEED REGISTRY

FIRST AMENDMENT TO DECLARATION AND ESTABLISHMENT OF
CONDITIONS, RESERVATIONS, AND RESTRICTIONS FOR OAKHAVEN,
Township of Pine
County of Allegheny
Commonwealth of Pennsylvania

INTENT: This First Amendment to Declaration is made this 25th
of September, 1995, by OAKVIEW DEVELOPMENT CORPORATION, a
Pennsylvania corporation, (hereinafter referred to as "Declarant")
the Owner in fee simple of the real estate herein described.

R E C I T A L

DATE: Ac Declarant recorded a Declaration and Establishment of
Conditions, Reservations, and Restrictions dated December 6, 1994,
in the Recorder's Office of Allegheny County, Pennsylvania in Deed
Book Volume 9384, page 292, on January 12, 1995 ("Declaration").

Declarant remains the sole owner of the Real Estate
described in the foregoing Declaration.

Declarant desires to amend the Declaration.

NOW, THEREFORE, intending to be legally bound hereby,
Declarant hereby amends the Declaration as follows:

1. Section 2.1 (h) relating to Terms Defined "Islands"
is deleted in its entirety and the following is substituted
therefore:

Section 2.1

(h) "Islands" means the island dividing the street at
the entrance to the real estate and also Islands located in any
street cul-de-sac in the Real Estate, to be dedicated to the
Township of Pine in connection with Declarant's dedication of the
street rights-of-way, as shown on the Plat, and all structures
erected thereon and improvements thereto.

2. Section 4.5 relating to Structure Size is deleted in
its entirety and the following is substituted therefore:

Section 4.5 Structure Size.

(a) The following structure size restrictions apply
to Lots 113 through 147, inclusive, and Lots 201 through 232,
inclusive, as designated in the Oakhaven PRD recorded in Plan Book
Volume 189, pages 47 to 54 in the Recorder's Office of Allegheny
County, Pennsylvania (hereinafter referred to as the "Plat"):

The finished living area, exclusive of porches,
basements, and garages, for any ranch or split
level type dwelling shall contain no less than
1,900 square feet, and any one and one-half or two
story dwelling with integral garage shall contain

no less than 2,400 square feet, and any two story dwelling with attached garage shall contain no less than 2,400 square feet. No basement level, finished or unfinished, shall be included in the square footage computation.

(b) The following structure size restrictions apply to Lots 101 through 112, inclusive, and Lots 148 through 160, inclusive, as designated in the Plat:

The finished living area, exclusive of porches, basements, and garages, for any ranch or split level type dwelling shall contain no less than 1,900 square feet, and any one and one-half or two story dwelling with integral garage shall contain no less than 2,200 square feet, and any two story dwelling with attached garage shall contain no less than 2,200 square feet. No basement level, finished or unfinished, shall be included in the square footage computation.

3. Section 4.10 relating to Antennas is deleted in its entirety and the following is substituted therefore:

Section 4.10 Antennas. Exterior television antennas and antenna towers, and exterior satellite dishes in excess of 30 inches in diameter are not permitted.

4. In all other respects, Declarant hereby ratifies, confirms, and republishes the Declaration.

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first above written.

ATTEST:

OAKVIEW DEVELOPMENT CORPORATION

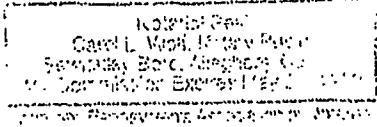
Gary P. Herbert (Secretary) By: Ronald R. Heurich, Jr.
Gary P. Herbert, Secretary President

(SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

On this 25 day of September, 1995, before me, the undersigned authority, personally appeared RONALD R. HEURICH, JR., who acknowledged himself to be the President of OAKVIEW DEVELOPMENT CORPORATION, a Pennsylvania corporation, and that as such President, being authorized to do so, he executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal the day and year aforesaid.



Carol L. Voth
Notary Public

My Commission Expires:

CERTIFICATE OF RESIDENCE

I, DANIEL F. GRAMC, ESQUIRE, hereby certifies that Declarant's address is Wexford Professional Building I, 11676 Perry Highway, Suite 1100, Wexford, Pennsylvania 15090.

Daniel F. Gramc

CONSENT TO FIRST AMENDMENT OF DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS, AND RESTRICTIONS

INTEGRA BANK/PITTSBURGH hereby consents to and joins in this First Amendment of Declaration and Establishment of Conditions, Reservations, and Restrictions for Oakhaven, Township of Pine, County of Allegheny, and Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Integra Bank/Pittsburgh has set its hand and seal this 5th day of ~~September~~ ^{OCTOBER}, 1995.

ATTEST:

INTEGRA BANK/PITTSBURGH

[Signature]

By: [Signature]

Title: Vice President

Title: [Signature]

(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

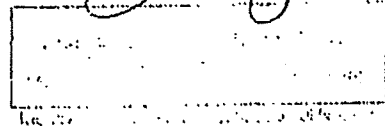
SS:

On this, the 05th day of ~~September~~ ^{OCTOBER}, 1995, before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared SANDRA L. KLONICKI, who acknowledged ~~herself~~ ^{HERSELF} to be the Asst. Vice President of INTEGRA BANK/PITTSBURGH, and that as such Asst. Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:



NOW, THEREFORE, intending to be legally bound hereby, Declarant hereby amends the Declaration as follows:

1. Article 4, Use Restrictions, of the Declaration is hereby amended by adding the following as an additional section:


Section 4.23 Fences. No fences may be constructed on any lot except in strict accordance with the following restrictions:

- (a) Only 2 or 3 rail split rail fences may be constructed on any lot. No fence of any other type is permitted. The split rail fence may have attached to it a green or black fine mesh netting/fencing of such design that the mesh fencing is not readily detectable from the front sidewalk of the premises, providing a visually "invisible" fence (except the split rails) from the street.
- (b) Fencing as specified herein may be constructed only in accordance with Township specifications and must be located only to the rear face of the dwelling constructed on the lot, except as provided in the subparagraph (c) below.
- (c) Fencing as specified herein may be constructed in side yards only upon approval of Declarant in Declarant's sole discretion. Without limiting Declarant's discretion, all side yard fencing should be screened with landscaping which includes evergreen plantings which will screen at least 50% of the fencing within two years after planting.
- (d) Under no circumstances will any fences be permitted in the front yard. The front yard shall consist of the full width of the lot measured in depth from the street to a line parallel with the part of the front face of the dwelling most distant from the street.

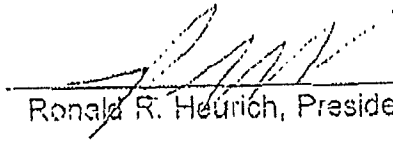
2. In all other respects, Declarant hereby ratifies, confirms and republishes the Declaration.

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day
and year first above written.

OAKVIEW DEVELOPMENT
CORPORATION


Secretary

004260000001alm1675

By: 
Ronald R. Heinrich, President

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :

On this 20 day of March, 1998, before me, the undersigned authority, personally appeared RONALD R. HEURICH, JR., who acknowledged himself to be the President of OAKVIEW DEVELOPMENT CORPORATION, a Pennsylvania corporation, and that as such President, being authorized to do so, he executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal the day and year aforesaid.

[Signature]
Notary Public

My Commission Expires:

Notarial Seal
Carol L. Wolf, Notary Public
Sewickley Boro, Allegheny County
My Commission Expires May 31, 1999
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I, DANIEL F. GRAMC, ESQUIRE, hereby certifies that Declarant's address is Wexford Professional Building I, 11676 Perry Highway, Suite 1100, Wexford, Pennsylvania 15090.

[Signature]

THIRD AMENDMENT TO THE DECLARATION AND ESTABLISHMENT OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS FOR
OAKHAVEN, TOWNSHIP OF PINE, COUNTY OF ALLEGHENY,
COMMONWEALTH OF PENNSYLVANIA

This Third Amendment to the Declaration is made this 13th day of June, 1998, by Oakview Development Corporation, a Pennsylvania corporation, (hereinafter referred to as "Declarant").

R E C I T A L

Declarant recorded a Declaration and Establishment of Conditions, Reservations and Restrictions dated December 6, 1994 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 9384, Page 292 on January 12, 1995 ("Declaration").

Declarant recorded a First Amendment to Declaration dated September 25, 1995 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 9581, Page 144 on November 14, 1995.

Declarant recorded a Second Amendment to Declaration dated March 31, 1998 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 10162, page 430, on March 31, 1998.

Pursuant to Section 13.3 of the Declaration, Declarant has the right to alter, modify and change the covenants so long as the alteration does not adversely or detrimentally affect the harmony of the plan.

Declarant desires to amend the Declaration to amend regulations relating to fences.

NOW, THEREFORE, intending to be legally bound hereby, Declarant hereby amends the Declaration as follows:

1. Section 4.23 of the Declaration is hereby amended to read as follows:

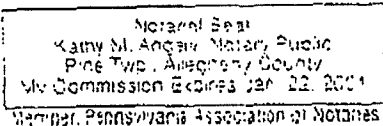
Section 4.23 Fences. No fences may be constructed on any lot except in strict accordance with the following restrictions:

- (a) The design, style, height and color of all fencing must be approved by Declarant, in its sole discretion. Without limiting Declarant's discretion, Declarant may reject any fencing which is not harmonious with the general character of the neighborhood. Chain link fences are specifically prohibited.
- (b) Fencing as specified herein may be constructed only in accordance with Township specifications and must be located only to the rear face of the dwelling constructed on the lot, except as provided in the subparagraph (c) below.
- (c) Fencing as specified herein may be constructed in side yards only upon approval of Declarant in Declarant's sole discretion. Without limiting Declarant's discretion, all side yard fencing should be screened with landscaping which includes evergreen plantings which will screen at least 50% of the fencing within two years after planting.
- (d) Under no circumstances will any fences be permitted in the front yard. The front yard shall consist of the full width of the lot measured in depth from the street to a line parallel with the part of the front face of the dwelling most distant from the street.
- (e) This revised Section 4.23 applies to all fences constructed after the date of this Third Amendment. All existing non conforming fences may remain in place, provided that any

COMMONWEALTH OF PENNSYLVANIA :
 : ss:
COUNTY OF ALLEGHENY :

On this 18th day of June, 1998, before me, the undersigned authority, personally appeared RONALD R. HEURICH, JR., who acknowledged himself to be the President of OAKVIEW DEVELOPMENT CORPORATION, a Pennsylvania corporation, and that as such President, being authorized to do so, he executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal the day and year aforesaid



Kathy M. Anger
Notary Public

My Commission Expires:

CERTIFICATE OF RESIDENCE

I, DANIEL F. GRAMC, ESQUIRE, hereby certifies that Declarant's address is Wexford Professional Building I, 11676 Perry Highway, Suite 1100, Wexford, Pennsylvania 15090.

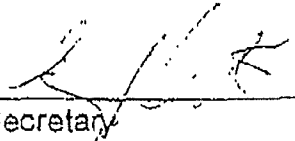
Daniel F. Gramc

replacement of a non conforming fence shall comply with the provisions of Section 4.23.

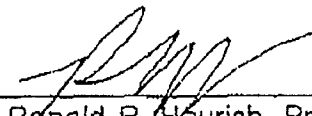
2. In all other respects, Declarant hereby ratifies, confirms and republishes the Declaration.

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first above written.

OAKVIEW DEVELOPMENT
CORPORATION



Secretary

By: 

Ronald R. Heurich, President

05-125910000001alm2135

OAKHAVEN HOMEOWNERS' ASSOCIATION BYLAWS

ARTICLE I

PURPOSE

Section 1. Purpose: The Oakhaven Homeowners' Association ("OHA") is a mandatory homeowners' association established to protect and enhance the value of the Oakhaven Plan, a covenant-controlled development. A governing body within the OHA, the Board of Directors of the OHA, shall be responsible for planning, funding, and implementing actions to maintain the common areas of the Oakhaven Plan and ensuring individual homeowners' compliance with the provisions of the Declaration for the Oakhaven Plan.

ARTICLE II

MEMBERSHIP AND VOTING

Section 1. Membership: Every person or entity who is a record owner of a fee simple title to any lot which is a part of the Oakhaven Plan shall be a member of the OHA and shall remain a member for the period of his or her ownership.

Section 2. Voting: Each member shall be entitled to one vote, either in person or by proxy, at all meetings of the members of the OHA. A majority vote of the members represented in person or by proxy at any members' meeting shall govern in all matters properly brought before the meeting.

Section 3. Proxies: All proxies shall be in writing and shall be filed with the OHA secretary for recording prior to the meeting.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Organization and Duties of the Board: The Board of Directors of the OHA (the "Board") shall be comprised of the officers of the OHA and one at-large member. The officers of the OHA shall be a president, a vice president, a secretary, and a treasurer. The Board shall

have the power to enforce the provisions of the protective covenants for the Oakhaven Plan as set forth in the Declaration.

Section 2. Election and Term: The Board shall be elected at the May general meeting from among the members of the OHA. Board members shall be elected to a one-year term effective as of the close of the May general meeting. Board members shall be eligible to serve up to two additional one year terms.

Section 3. Nominating Committee. Prior to the end of the term, the Board or its designee(s) shall serve as the Nominating Committee to fill the upcoming vacancies on the Board. In this capacity, the Board shall seek nominations from among the members (both in writing prior to the May general meeting and from the floor during the meeting), verifying each nominee's willingness to serve, and prepare a ballot with the slate of officers. The Nominating Committee will announce the election prior to the May meeting. The Nominating Committee will conduct the voting, tally the votes and announce the new officers by the end of the May general meeting.

Section 4. Vacancies: Any vacancy on the Board may be filled by the members at any special members' meeting or by a majority of the remaining Board members.

Section 5. Removal from the Board: Board members shall lawfully execute their duties in good faith and in the best interests of the OHA. A Board member may be removed for cause by a 2/3 vote of all persons present and entitled to vote at a meeting of the OHA membership.

Section 6. Failure to Elect Board Members: In the event that the OHA is unable to nominate and elect willing members to serve on the Board, the current Board will remain in place until the services of a professional manager can be secured. In the event that the services of a professional manager is secured to execute the duties of the Board, a special meeting will be called in order to approve the manager, to review the budget, and when warranted, to increase assessments in order to fund the professional manager responsibilities.

ARTICLE IV

DUTIES OF OFFICERS

Section 1. President: The president or his or her designee shall preside over all general meetings of the Association and shall guide and coordinate the work of the Board and its committees. The president shall be responsible for issuing resale certificates for the OHA. The president shall also be responsible for preparing, executing, certifying and recording any amendments to the Declaration.

Section 2. Vice President: The vice president shall serve as an aide to the president and shall assume the role of the president if that position becomes vacant for any reason or during temporary absence of the president.

Section 3. Secretary: The secretary shall record, transcribe, copy and distribute the minutes of all general meetings of the Association and Board meetings. Copies of these minutes shall be contained in a three-ringed binder and made available for review by any OHA member. The secretary shall also maintain copies of all OHA -related correspondence.

Section 4. Treasurer: The treasurer shall receive all monies due to the OHA, keep an accurate record of receipts and expenditures, and shall pay out funds approved in the budget or as authorize by the Board as outlined in Article VII. The treasurer shall prepare an annual statement of income and expenses and shall present a written financial statement at every general meeting.

ARTICLE V

MEETINGS

Section 1. General Meetings: General meetings of the OHA shall be scheduled by the Board as deemed appropriate for the proper functioning of the OHA. There shall be, at a minimum, an annual meeting which shall be held in May.

Section 2. Notice of Meetings: Notice of all general meetings shall be mailed at least 10 days prior to the meeting. Such notice shall be accompanied by a proxy form when there are issues requiring a vote. Notice shall be sent by the president and shall state the time and place of the meeting the items on the agenda, including the general nature of any proposed amendment to the

declaration or bylaws, any budget or assessment changes, and the proposal to remove any Board member.

Section 3. Board Meetings: The Board shall meet at least quarterly or as often as necessary to accomplish its duties.

Section 4. Quorum: For purposes of general meetings of the Association and meetings of the Board those present, either in person or by written proxy, shall constitute a quorum capable of transacting all business properly brought before the meeting.

ARTICLE VI

COMMITTEES

Section 1. Committees: The Board may appoint committees of the Board (consisting of at least one Board member) and delegate to such committees the authority to carry out certain duties of the Board, subject to the overall approval and control of the Board. Non-Board Committees may be established by the Board to accomplish certain tasks relative to the OHA.

ARTICLE VII

FINANCES

Section 1. Fiscal Year: The fiscal year shall begin on June 1 and end on the next succeeding May 31.

Section 2. Budget: The Board shall present a proposed budget at the May general meeting for review and approval by the members. A copy of the proposed budget shall accompany the notice of the May general meeting.

Section 3. Dues: Dues shall be established annually, after approval of the proposed budget. The Treasurer shall be responsible for collecting all dues and shall have the authority along with the other members of the Board to enforce the collection of dues in accordance with the provisions set forth in the Declaration. Additional quarterly assessments may be made in accordance with the provisions set forth in the Declaration.

Section 4. Fiscal Planning: A minimum of \$1,000 will be set aside at the end of each Fiscal Year to provide for start-up funds for the next year.

Section 5. Bank Account: The officers shall deposit any funds collected into a commercial bank account with the OHA as the named party on the account.

Section 6. Bank Account Surplus: A maximum of \$5,000 can be held in the OHA bank account. If, at the end of the fiscal year, funds in the account exceed this amount, the Board shall eliminate the excess by reducing each member's annual assessment on a pro-rated basis.

ARTICLE VIII

AMENDMENTS

These Bylaws may be altered, amended, or changed, or new Bylaws adopted by the members at any meeting of the members, provided that notice, including a copy of the specific alteration, amendment or changes with request for the members' vote for or against such proposed amendment(s) be sent to each member in the notice for the meeting at which the proposed action is to be submitted. Instead of executing a proxy, members may register their vote in writing for or against such amendment or change by filing such vote with the secretary at least three days prior to the meeting and such vote shall be counted as cast the same as though such member were present.